

TOWNSHIP OF WALL  
ORDINANCE NO. 21 - 1991

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF TITLE TO CERTAIN LANDS OWNED BY THE TOWNSHIP OF WALL PURSUANT TO A PRIVATE SALE IN ACCORDANCE WITH N.J.S.A 40A:12-13(b).**

WHEREAS, N.J.S.A. 40A:12-13(b) provides that a municipality may sell real property not needed for public use to the owner of contiguous property under certain conditions; and

WHEREAS, the contract purchaser of Lot 1 in Block 246, Robert S. Sprengel, has requested that the Township sell to him Township owned Lot 3 in Block 246, which is contiguous to Lot 1; and

WHEREAS, the Township Committee finds that Lot 3 in Block 246 is not needed for public use; is less than the minimum size required for development under the Zoning Ordinance; is without any capital improvement thereon; and is not suitable for inclusion in the Township's scattered site program under the Mount Laurel Compliance Plan; and

WHEREAS, the Tax Assessor has determined that the fair market value of Lot 3 in Block 246 is \$2,250.00, and the contract purchaser of the adjacent property has offered to pay that sum to the Township in consideration for the transfer of title to him of Lot 3 in Block 246;

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Wall, County of Monmouth and State of New Jersey,

as follows:

SECTION 1. The appropriate Township officials of the Township of Wall be and they are hereby authorized to execute and deliver contracts, deeds and any other documents and instruments for the purpose of conveying to Robert S. Sprengel title in fee to Lot 3 in Block 246, subject to the following terms and conditions with reference to the sale thereof:

(a) The purchaser shall execute an Agreement of Sale prepared by the Wall Township Attorney and shall pay a deposit of ten percent (10%) of the purchase price, within twenty (20) days from the date of adoption of this Ordinance by the Township Committee. The sale will close no later sixty (60) days thereafter. At closing, the balance of the purchase price shall be paid by certified check or attorney's trust account check payable to the Township of Wall.

(b) The subject property shall be sold subject to such facts as an accurate survey or physical inspection may disclose, zoning ordinance and regulations, easements and restrictions of record. No representations of any kind have been made by the Township of Wall as to the condition of the lands, and they are being sold in their present condition, "as is". No representations or warranties, either express or implied, are made as to the suitability of the property for development as a building lot or that any lands border upon an improved street.

(c) The Deed to the property shall contain, as a limiting condition, the requirement that Lot 3 in Block 246 shall be added

to and shall merge with Lot 1 in Block 246, contiguous property owned by the purchaser, and that the said Lot 3 shall not be used as or considered to be a separate building lot. The sale is further subject to the purchase having closed title to Lot 1 in Block 246 prior to the conveyance authorized herein.

(d) If the title to the lot aforesaid shall be determined to be unmarketable, the only obligation of the Township shall be to repay to the purchaser all deposit monies without any further liability to said purchaser for cost, expense, damages or claims. Notice of any alleged defect in title or of any claim of unmarketability shall be given in writing to the Township Committee not later than thirty (30) days prior to the date of closing of title. Failure on the part of the purchaser to give such notice within the time hereinbefore required shall be deemed conclusive evidence that the purchaser accepts the title in its then present condition.

(e) Conveyance shall be by Deed of Bargain and Sale (without covenants as to Grantor). At closing, the purchaser shall pay any and all assessments for local improvements that are outstanding and any unpaid bills for water and sewer service and connection fees. Purchaser shall pay any and all legal and engineering fees, including legal and publication fees incurred by the Township in connection with the sale of the subject property and with reference to the preparation and execution of the Agreement of Sale, the Deed, and any and all other documents (including this Ordinance) that may be required to effectuate the

conveyance from the Township of Wall. The purchaser shall be responsible for obtaining and paying his own attorneys' fees as well as title search, title policy and survey costs and shall pay all fees including recording and transfer fees for the Deed and any and all other documents that may be recorded or filed in order to effectuate said conveyance. A metes and bounds description of the property to be conveyed to the purchaser may be substituted for that hereinbefore contained provided that same is based upon an accurate survey prepared by a licensed New Jersey land surveyor obtained at purchaser's sole cost and expense.

(f) In the event that the purchaser fails to pay the balance of the purchase price or shall fail to close title as aforesaid, the contract shall be null and void and the Township Committee shall retain all deposit monies as liquidated damages (not as a penalty) in order to partially defray the expense incurred in connection with such bidding.

SECTION 2. The Township Clerk be and is hereby directed to post a copy of this Ordinance on the bulletin board or other conspicuous place in the building in which the Township Committee usually holds its regular meetings and to advertise this Ordinance in a newspaper circulating within the Township within five (5) days after the adoption of this Ordinance in accordance with provisions of N.J.S.A. 40A:12-1 et seq.

SECTION 3. The Township Clerk be and is hereby authorized and directed to file with the Director of the Division of Local

Government Services in the Department of Community Affairs an Affidavit verifying the publication of the advertisement of the Ordinance.

SECTION 4. This Ordinance shall take effect immediately upon the expiration of twenty (20) days from the date of its passage and advertisement according to law.

NOTICE

Notice is hereby given that the foregoing Ordinance was introduced and passed on first reading by the Township Committee of the Township of Wall on *May 15, 1991* and will be further considered for final passage and adoption at the Wall Township Municipal Building, 2700 Allaire Road, Wall, New Jersey, on *May 29, 1991* at 8:00 p.m., or as soon thereafter as the matter can be reached on the agenda, at which time and place all persons interested therein shall be given an opportunity to be heard, and during the week prior to, and up to and including, the date of such meeting, copies of said Ordinance will be made available at the Clerk's office in the Township of Wall Town Hall to the members of the general public who shall request the same.

BEATRICE M. GASSNER, C.M.C.  
Township Clerk

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